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But this is the rule only where there is no domestic administrator, or he is appointed after the debt is paid, or at least after suit is brought by the domiciliary administrator. *Wilkins v. Ellet*, 108 U. S. 256, 2 Sup. Ct. 641, 27 L. Ed. 718; *Bull v. Fuller*, 78 Ia. 20, 42 N. W. Rep. 572, 16 Am. St. Rep. 419; *National Bank v. Sharp*, 53 Md. 521; *Greenwalt v. Bastian*, 10 Kan. App. 101, 61 P. Rep. 513; *Thorman v. Broderick*, 52 La. Ann. 1298, 27 So. Rep. 735. Where there is a domestic administrator payment to a foreign administrator according to the following cases is no discharge. *Equitable Life Assurance Soc. v. Vogel*, 76 Ala. 441, 52 Am. Rep. 344; *Walker v. Welker*, 55 Ill. App. 118; *Amsden v. Danielson*, 18 R. I. 787, 35 A. Rep. 70; *Murphy v. Crouse*, 135 Cal. 14, 66 P. Rep. 971; and *Stone v. Scripture*, 4 Lans. (N. Y.) 186. This last case is directly in point, from the same state as the principal case, is decided just the other way, cites authorities and gives the following reason for its action,—“an administrator having been appointed in this state who was authorized to receive and discharge the mortgage, the foreign administrator had no lawful right to discharge it.” In the principal case the domestic administrator did nothing until after the bank had paid the debt, and the court seemed to reason from the equities of the case that his delay in acting put him in the same position as if he had not been appointed until after the debt was paid, although the court does not say so. The court proceeds to say that the appointment being of record in the surrogate's office was no notice because to make it such would be embarrassing to creditors. Aside from the question of notice which was not considered by the cases above enumerated, the fact that the opinion cites absolutely no authorities to support it on the point in dispute and that authorities to the contrary are numerous leads us to doubt the correctness of the decision.

HIGHWAY—LICENSE—DEFECTIVE BRIDGE—LIABILITY OF OWNER.—Several years prior to April, 1902, the public had been permitted to travel over land belonging to the defendant without objection on its part. On the day named the plaintiff was riding his mule over the land, and coming to a bridge which had been built over a small bayou, he started to cross upon the bridge, but it careened, having been negligently constructed, thus throwing mule and rider into the bayou, injuring both severely. In this action brought to recover for his injuries, also for the price of his mule, *Held*, plaintiff could recover. *Lawson v. Shreveport Waterworks Company* (1903),—La. —, 35 So. Rep. 390.

The main question in this case is what duty did the company owe to persons traveling over this land? The public were given an implied invitation to use this way, and the licensor assumes the obligation of seeing that the premises are in a reasonably safe condition. COOLEY ON TORTS, 604-607; *Bennett v. R. R. Co.*, 102 U. S. 577. If plaintiff had been traveling over this land, having business with the owner, there is no doubt that defendant would have been liable in this action; but he was simply passing along the way by permission, and the following authorities hold that no duty was owed by the defendant to see that the bridge was in a reasonably safe condition: *Carleton v. Franconia Iron and Steel Co.*, 99 Mass. 216; *Sweeney v. R. R. Co.*, 10 Allen (Mass.) 368; *R. R. Co. v. Bingham*, 29 Ohio St. 364; *Hounsell v. Smith*, 7 C. B. N. S. 731; *Gillis v. R. R. Co.*, 59 Pa. 129; WHARTON ON NEGLIGENCE, §§ 821-822.

HUSBAND AND WIFE—BILLS AND NOTES—INTERMARRIAGE OF PARTIES.—Defendant in this suit gave his promissory note to Rosa B. Shepardson for money she had loaned him. A few months afterward the parties were married and that relation has existed ever since. The note in suit belongs to the wife, demand had been made and note was overdue when this suit was

brought. The wife indorsed it to the plaintiff for the purpose of collection only. The Vermont statute gives married women the right to hold all personal property and rights of action acquired by them before marriage to their sole use, the same as if unmarried. *Held*, the note did not become null and void on her marriage with the maker and that she retained all rights with respect to the note except the right to sue on it, and might validly transfer it for collection. *Spencer v. Stockwell* (1904), — Vt. —, 56 Atl. Rep. 661.

It is immaterial that the wife acquired the property in this note while the parties were sole. It was her property until marriage and the statutes is broad enough to include it within its terms and common law doctrine is thereby abrogated. *Wright v. Burrows*, 61 Vt. 390, 18 Atl. Rep. 311. For common law view see DANIEL ON NEGOTIABLE INSTRUMENTS, Vol. 1, Art. 258. The contention that since the wife could not sue her husband upon the note she could not give the plaintiff authority for this purpose is sufficiently answered by saying, that the wife retained every right in respect to the note after marriage that she possessed before except the right to sue her husband upon it. She therefore has the right to transfer it absolutely or for collection as well after as before marriage, since the statute places no limitations upon her in this respect. An illustration of the tendency of the courts is found in *Butler v. Ives*, 139 Mass. 202, 29 N. E. Rep. 654. *Keyser v. Keyser*, 1 City Ct. R. (N. Y.) 405. *Clark v. Clark*, 49 Ill. App. 163. *Power v. Lester*, 23 N. Y. 527. *Contra*,—*Farley v. Farley*, 91 Ky. 497, 16 S. W. Rep. 129.

HUSBAND AND WIFE—SEPARATE PROPERTY OF WIFE—MORTGAGE—VALIDITY.—Husband was a county treasurer who was short on his accounts. He and his wife executed a mortgage covering both his property and her separate estate to indemnify his sureties. Later he mortgaged his property for \$9000 and the wife her separate property for \$3000 to the same party, and the money thus obtained was used by the husband to settle with his successor in office, thereby freeing both estates from the indemnifying mortgage. After husband's death action is brought by administrator of mortgagee to foreclose the mortgage given by wife on her separate estate. Revised statute of Indiana 1901 Art. 6964 reads, "A married woman shall not enter into any contract of suretyship and such contracts as to her shall be void." *Held*, a wife cannot defeat a mortgage given on her separate property on the ground that it was executed as surety merely, and a mortgage so executed by a wife is not void but voidable merely, and is therefore valid until avoided by her by some affirmative action. *Field v. Campbell* (1903), — Ind. App. —, 68 N. E. Rep. 911.

This case was first decided June 26, 1903, and reported in the 67 N. E. Rep. 1040. It comes up again on petition for rehearing and the petition is denied on the ground that the wife was under no obligation to release her land from the indemnifying mortgage, and that in doing so she is given that freedom of choice to which her situation under the married woman's act entitles her. She chose to pay this doubtful claim rather than to litigate it and having chosen she is bound by her choice. *Lackey v. Boruff*, 152 Ind. 371, 53 N. E. 412; *Johnson v. Jouchert*, 124 Ind. 105, 24 N. E. Rep. 580, 8 L. R. A. 795; *Fitzpatrick v. Popa*, 89 Ind. 18; *Rogers v. Shewmaker*, 60 N. E. 462. The dissenting opinion is based upon *Field v. Noble*, 154 Ind. 360, 56 N. E. Rep. 841, where the rule is laid down that whether a married woman is a surety will be determined, not by the form of contract nor form the basis on which the transaction was had, but from the inquiry whether the wife in person or estate secured the benefit of the consideration on which the contract rests. Applying this principle they show that the wife received no benefit in person